

SCHEDULES

SCHEDULE 3

Article 10

TRANSFER OF PROPERTY, RIGHTS, LIABILITIES AND STAFF OF ARINI, ETC.

Introductory

1. In this Schedule “ARINI” means the Agricultural Research Institute of Northern Ireland.

Extinguishment of certain rights of ARINI

2. References in this Schedule to the rights of ARINI do not include references to any rights in relation to the occupation of land conferred by the agreements set out in the Schedules to the Agricultural Research Station Act (Northern Ireland) 1927 (c.1) and the Agricultural Research Station Act (Northern Ireland) 1931 (c.20); and those rights are extinguished on the appointed day.

Transfer of certain property of ARINI to Department

- 3.—(1) At any time before the appointed day, the Department may by order transfer any property to which ARINI is entitled, and any rights and liabilities to which ARINI is entitled or subject in connection with that property, to the Department.

- (2) Sub-paragraph (1)—

- (a) has effect in relation to property, rights or liabilities to which it applies in spite of any provision (of whatever nature) which would prevent or restrict the transfer of the property, rights or liabilities otherwise than by that sub-paragraph; but
- (b) does not apply to rights and liabilities under a contract of employment.

- (3) The following sub-paragraphs apply in relation to property, rights and liabilities transferred by an order under sub-paragraph (1) and in those sub-paragraphs—

“the transfer” means the transfer effected by the order under sub-paragraph (1); and

“the transfer date” means the date on which the transfer takes effect.

- (4) In the construction and for the purposes of any statutory provision or other document passed or made before the transfer date, any reference to, or which is to be construed as a reference to, ARINI shall, so far as may be necessary for the purposes of the transfer, be construed as a reference to the Department.

- (5) The transfer does not affect the validity of anything done by, or in relation to, ARINI before the transfer date.

- (6) Anything which before the transfer date was done by or in relation to ARINI shall, if in effect immediately before that date, continue to have effect to the same extent and subject to the same provisions as if it had been done by, or in relation to, the Department.

- (7) Anything (including any legal proceedings) in the process of being done by or in relation to ARINI immediately before the transfer date may be continued by or in relation to the Department.

Transfer of property, rights and liabilities of ARINI to the Institute on appointed day

4.—(1) All property, rights and liabilities to which ARINI is entitled or subject immediately before the appointed day shall on that day be transferred to, and by virtue of this sub-paragraph vest in, the Institute.

(2) Sub-paragraph (1)—

- (a) has effect in relation to property, rights or liabilities to which it applies in spite of any provision (of whatever nature) which would prevent or restrict the transfer of the property, rights or liabilities otherwise than by that sub-paragraph; but
- (b) does not apply to rights and liabilities under a contract of employment (which are dealt with by paragraph 5).

(3) The following sub-paragraphs apply in relation to property, rights and liabilities transferred to the Institute under sub-paragraph (1).

(4) In the construction and for the purposes of any statutory provision or other document passed or made before the appointed day, any reference to, or which is to be construed as a reference to, ARINI shall, so far as may be necessary for the purposes of this paragraph, be construed as a reference to the Institute.

(5) Nothing in this paragraph affects the validity of anything done by, or in relation to, ARINI before the appointed day.

(6) Anything which before the appointed day was done by or in relation to ARINI shall, if in effect immediately before that day, continue to have effect to the same extent and subject to the same provisions as if it had been done by, or in relation to, the Institute.

(7) Anything (including any legal proceedings) in the process of being done by or in relation to ARINI immediately before the appointed day may be continued by or in relation to the Institute.

Transfer of staff of ARINI

5.—(1) Subject to sub-paragraphs (2) and (3), this paragraph applies to a person who immediately before the appointed day is employed by ARINI.

(2) This paragraph does not apply to a person if his contract of employment terminates on the day immediately before the appointed day.

(3) Where a person—

- (a) has, prior to the appointed day, entered into a contract of employment with ARINI which is to come into effect on or after that day; and
- (b) would, if the contract had come into operation before that day, have been a person to whom this paragraph applies,

he shall be treated as if he were a person to whom this paragraph applies.

(4) A contract of employment between a person to whom this paragraph applies and ARINI shall have effect from the appointed day as if originally entered into between that person and the Institute.

(5) Without prejudice to sub-paragraph (4)—

- (a) all the rights, powers, duties and liabilities of ARINI under or in connection with the contract of employment are by virtue of this paragraph transferred to the Institute on the appointed day; and
- (b) anything done before that day by or in relation to ARINI in respect of that contract or the employee is to be treated from that day as having been done by or in relation to the Institute.

(6) If a person informs ARINI that he objects to the transfer of his contract of employment under this paragraph—

- (a) sub-paragraphs (4) and (5) do not apply in relation to him; and
- (b) his contract of employment with ARINI is terminated immediately before the appointed day.

(7) A person is not to be treated for the purposes of the Employment Rights (Northern Ireland) Order 1996 (NI 16) as having been dismissed by ARINI by reason of—

- (a) his transfer under this paragraph; or
- (b) the termination of his contract of employment under sub-paragraph (6).

(8) This paragraph does not prejudice any right of an employee to terminate his contract of employment if a substantial change is made to his detriment in his working conditions; but no such right arises by reason only that, by virtue of this paragraph, the identity of his employer changes unless the employee shows that in all the circumstances the change is a significant change and is to his detriment.

Accounts and reports for ARINI: transitional arrangements

6.—(1) The Institute shall make arrangements for—

- (a) a statement of accounts to be prepared in relation to ARINI; and
- (b) a report to be prepared on the activities of ARINI,

for the period from the end of the last complete financial year of ARINI to the day before the appointed day.

(2) The statement of accounts and report shall—

- (a) be in such form; and
- (b) contain such information,

as the Department may direct.

(3) The Institute shall, within such period after the appointed day as the Department may direct—

- (a) have the statement of accounts audited by an auditor approved by the Department of Finance and Personnel; and
- (b) publish that statement, together with the report of the auditor thereon and the report prepared under sub-paragraph (1)(b).

Changes to legislation:

There are currently no known outstanding effects for the The Agriculture (Northern Ireland) Order 2004, SCHEDULE 3.